

McCormick, Barstow, Sheppard,  
Wayte & Carruth LLP  
Nicholas H. Rasmussen, #285736  
*nrasmussen@mccormickbarstow.com*  
Graham A. Van Leuven, #295599  
*graham.vanleuven@mccormickbarstow.com*  
7647 North Fresno Street  
Fresno, California 93720  
Telephone: (559) 433-1300  
Facsimile: (559) 433-2300

Attorneys for NATIONAL INTERSTATE  
INSURANCE COMPANY

Robert J. Romero, #136539  
*rromero@hinshawlaw.com*  
Peter J. Felsenfeld, #260433  
*pfelsenfeld@hinshawlaw.com*  
Robert G. Levy, #81024  
*rlevy@hinshawlaw.com*  
50 California Street, Suite 2900  
San Francisco, Ste. 2900  
Telephone: (415) 362-6000  
Facsimile: (415) 834-9070

Attorneys for ACCEPTANCE CASUALTY  
INSURANCE COMPANY

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

NATIONAL INTERSTATE INSURANCE  
COMPANY,

Plaintiff,

v.

ACCEPTANCE CASUALTY INSURANCE  
COMPANY,

Defendant.

Case No. **2:22-CV-02127-TLN-KJN**

**JOINT STATUS REPORT CONCERNING  
STAY OF LITIGATION PENDING  
ARBITRATION; ORDER**

Complaint Filed: November 29, 2022

Plaintiff National Interstate Insurance Company (“NIIC”) and Defendant Acceptance  
Casualty Insurance Company (“ACIC”), by and through their attorneys of record (together, the  
“Parties”), previously stipulated to a 60-day stay of the present litigation, which request this Court

1 granted. The parties now provide the Court with the following Status Report concerning their  
2 ongoing negotiations.

3       Following the Court's entrance of the stay on April 4, 2024, the Parties, having previously  
4 reached an agreement in principle to arbitrate this dispute, have been working together to: (1) choose  
5 an Arbitrator with reasonable near-term availability to hear and decide this matter; and (2) draft an  
6 appropriate comprehensive governing Arbitration Agreement. During the course of the stay, the  
7 Parties have made inquiries to arbitrator candidates, engaged in decisions regarding the arbitration  
8 procedure, and are in the process of drafting a formal comprehensive Arbitration Agreement subject  
9 to necessary client approvals.

10       The Parties can assure the Court that this process is proceeding smoothly and is on track.  
11 The Parties have contacted multiple potential arbitrators but those arbitrators have not been available  
12 to schedule an arbitration until approximately February 2025. Accordingly, the Parties are balancing  
13 the priority of an expedient arbitration with discussed and potentially preferred arbitrators.

14       As such, the Parties respectfully request that the current stay of the litigation be continued  
15 for an additional sixty-day period, in order that this process can be completed, i.e., an Arbitrator  
16 selected, and an Arbitration Agreement finalized, approved and executed by the Parties.

17  
18 Dated: May 29, 2024

McCORMICK, BARSTOW, SHEPPARD,  
WAYTE & CARRUTH LLP

19  
20 By: /s/ Nicholas H. Rasmussen

Nicholas H. Rasmussen

Graham A. Van Leuven

21  
22 Attorneys for NATIONAL INTERSTATE  
INSURANCE COMPANY

23  
24 Dated: May 29, 2024

HINSHAW & CULBERTSON LLP

25  
26 By: /s/ Robert G. Levy

Robert J. Romero

Peter J. Felsenfeld

Robert G. Levy

27  
28 Attorneys for ACCEPTANCE CASUALTY  
INSURANCE COMPANY

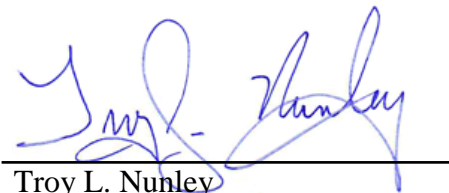
**ORDER**

The Court has considered the foregoing stipulation and the facts set forth therein, and **FOR**  
**GOOD CAUSE APPEARING:**

1. The Parties' request for a further 60 day stay of proceedings is **GRANTED;**
2. The Parties shall promptly report to the Court if a binding arbitration agreement is reached between them; and
3. If no binding agreement to arbitrate has been reached between them, the Parties shall provide the Court with a further Status Report concerning their efforts prior to the expiration of the stay granted herein.

**IT IS SO ORDERED.**

Dated: May 29, 2024

  
\_\_\_\_\_  
Troy L. Nunley  
United States District Judge